

**TOWN OF DAVIE  
TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** David Quigley, AICP, Planning and Zoning Manager/(954) 797-1103

**PREPARED BY:** David Abramson, Deputy Planning and Zoning Manager

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** 4

**ITEM REQUEST:** Schedule for Council Meeting

**TITLE OF AGENDA ITEM:** DELEGATION REQUEST - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING A DELEGATION REQUEST TO AMEND A CONDITION OF APPROVAL RELATED TO A TRAFFIC SIGNAL REQUIREMENT FOR THE PLAT KNOWN AS “FLAMINGO ROAD ESTATES,” AND PROVIDING AN EFFECTIVE DATE. (DG 1-1-10, Southwest corner of Flamingo Road and Southwest 14th Street (A-1))

**REPORT IN BRIEF:** The applicant (Pillar Consultants, Inc.) requests to amend a condition of approval required by Broward County for the plat known as “Flamingo Road Estates” in order to delete the traffic signal requirement (see attached justification letter).

Town Council previously approved a related traffic signalization agreement (DA 5-2-05, Flamingo Road Estates) on July 20, 2005 for the construction of a traffic signal at the intersection of Flamingo Road and Southwest 14th Street abutting said plat.

Since that time, Broward County has determined, that based on the platted non-vehicular access lines within this property, the plat will not contribute any traffic to the said intersection and therefore a traffic signal is not required. The Town Engineer reviewed this request and has no objection.

**PREVIOUS ACTIONS:** n/a

**CONCURRENCES:** n/a

**FISCAL IMPACT:** not applicable

Has request been budgeted? n/a

**RECOMMENDATION(S):** Other - Staff finds the application complete and suitable for transmittal to Town Council for further consideration.

**Attachment(s):** Resolution; Justification Letter; Plat; Traffic Signalization Agreement; Land Use Map; and Zoning Map

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING A DELEGATION REQUEST TO AMEND A CONDITION OF APPROVAL RELATED TO A TRAFFIC SIGNAL REQUIREMENT FOR THE PLAT KNOWN AS “FLAMINGO ROAD ESTATES,” AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the plat known as “Flamingo Road Estates” was approved by the Town Council of the Town of Davie on January 5, 2005;

WHEREAS, the said plat restricted vehicular access to the east right-of-way (Flamingo Road); and,

WHEREAS, the said plat also provided non-vehicular access lines (NVAL) adjacent to local right-of-ways to the north (Southwest 14<sup>th</sup> Street) and to the west Southwest 127<sup>th</sup> Avenue; and,

WHEREAS, the said plat was also approved by Broward County with a condition, then later recorded in the public records of Broward County in Plat Book 175, Page 65; and

WHEREAS, to satisfy this condition, Broward County required Lowell at Provence Inc., the developer of said plat to enter into traffic signalization agreement; and,

WHEREAS, the Town Council then later approved said agreement (DA 5-2-05, Flamingo Road Estates) on June 6, 2005; and,

WHEREAS, the said agreement was for the installation a of traffic signal at the intersection of Southwest 14<sup>th</sup> Street and Flamingo Road; and,

WHEREAS, based on the said plat’s recorded NVAL, Broward County acknowledged that this development will not contribute any traffic to said intersection; and,

WHEREAS, together with Broward County, the developer requests the Town to acknowledge an amendment to the condition of said plat approval for the deletion of a traffic signal requirement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie does hereby approve the amendment to Broward County's condition of approval for the plat known as "Flamingo Road Estates" (Plat Book 175, Page 65, Broward County Records) for the deletion of a traffic signal requirement being specifically described in the exhibits attached thereto.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010.

**PILLAR CONSULTANTS, INC.**

*Consulting Engineers, Planners, Surveyors, Construction Management, General Contracting*

5230 South University Drive – Suite 104

Davie, Florida 33328

Phone (954) 680-6533 Fax (954) 680-0323

**January 18, 2010**

**JUSTIFICATION STATEMENT IN SUPPORT  
OF REQUESTED WAIVER OF TRAFFIC SIGNAL REQUIREMENTS  
FOR FLAMINGO ROAD ESTATES PLAT, PLAT BOOK 175, PAGE 65,  
BROWARD COUNTY RECORDS**

To whom it may concern:

The subject property, as noted above, lies south of Southwest 14<sup>th</sup> Street, between Flamingo Road and Southwest 127<sup>th</sup> Avenue. Staff recommendation number 12-a of the Development Review Report indicates that, as a condition of plat approval, a Traffic Signalization Agreement with a lien of \$50,000.00 had to be recorded into county records. This agreement was for the future installation of traffic controls at the intersection of Southwest 14<sup>th</sup> Street and Flamingo Road. This requirement was created to control the impact of any traffic flow generated by this plat onto Southwest 14<sup>th</sup> Street and/or Southwest 127<sup>th</sup> Avenue which would reach the intersection of Southwest 14<sup>th</sup> Street and Flamingo Road.

We believe that this Traffic Signalization Requirement is no longer viable as the plat was recorded with a Non-Vehicular Access Line (NVAL) along the entire Westerly and Northerly plat boundaries. The NVAL along the Westerly and Northerly boundaries negates any ingress or egress from the platted property to either Southwest 14<sup>th</sup> Street or Southwest 127<sup>th</sup> Avenue, and will therefore not contribute any traffic to the intersection of Southwest 14<sup>th</sup> Street and Flamingo Road.

Very truly yours,

**PILLAR CONSULTANTS, INC.**



**Troy N. Townsend, P.S.M.**

Director of Surveying

A REPLAT OF TRACTS 129, 130, 131, 142, 143, 144 OF "UNIT-FLAMINGO GROVES", SECTION 14, TOWNSHIP 50 SOUTH, RANGE 40 EAST, (P.B. 15, PG. 5, B.C.R.), LYING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA.

1019 104021  
OCTOBER, 1967

FROM ALL SIX BY THESE PRESENTS "THE  
OWNER OF THE LAND DESCRIBED  
AND SHOWN HEREON AS "FLAMINGO ROAD ESTATE," A TRACT HAS CAUSED SAID LAWS TO BE  
SURRENDERED AND PLATED IN THE MANNER SHOWN HEREON, AND HEREBY DECLARE AS FOLLOWS:

[illegible]

PLANNING AND ZONING BOARD:

THIS IS TO CERTIFY THAT THE MAPS AND ZONING ORDINANCE OF THE TOWN OF SUDBURY, MASS. APPROVED AND ACCEPTED THIS 14TH DAY OF SEPTEMBER, 2006

BY: Michael J. Goss  
TOWN CLERK

TRACTS 120, 130, 131, 142, 143 AND 144 OF PLAT 16, RANGE 20  
NADW, TO EAST, LOCATED IN THE PLANT INTEREST RECORDED IN PLAT BOOK 15, PAGE 9,  
THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.  
SAID LANDS SITUATED IN THE TOWN OF LAKE, BROWARD COUNTY, FLORIDA.  
CONTAINING 2787 ACRES, MORE OR LESS.

DATE: 10/26/2012  
BY: [Signature]

THIS PLAT COMPLIES WITH THE APPROVAL OF BROWN COUNTY PLANNING COMMISSION OF THE ABOVE DATE

DATE 28 DAY OF October 2008

BY: Scott Rudy DATE \_\_\_\_\_  
CHAIRPERSON

BROWARD COUNTY  
 HIGHWAY CONSTRUCTION AND  
 ENGINEERING DIVISION;  
 THIS PLAN IS APPROVED AND ACCEPTED FOR RECORD.

BROWARD COUNTY FINANCE &amp; ADMINISTRATIVE SERVICES DEPARTMENT

BROWARD COUNTY FINANCE & ADMINISTRATIVE SERVICES DEPARTMENT  
COUNTY RECORDS DIVISION - MINUTES SECTION:

ATTEST: S.S. TWA & S.S. CARMICHAEL  
DEPUTY COUNTY ADMINISTRATOR  
JAN 20 1968

*[Signature]*

Deputy County Administrator

1

DATED 12/2/06 BY STEPHEN K. JELLEY  
 PROFESSIONAL SURVEYOR AND MAPPER #4574  
 STATE OF FLORIDA  
 CERTIFICATION OF AUTHORIZATION #18 7524

Unit	Unit	Unit
Unit 1	Unit 2	Unit 3
Unit 4	Unit 5	Unit 6
Unit 7	Unit 8	Unit 9
Unit 10	Unit 11	Unit 12
Unit 13	Unit 14	Unit 15
Unit 16	Unit 17	Unit 18
Unit 19	Unit 20	Unit 21
Unit 22	Unit 23	Unit 24
Unit 25	Unit 26	Unit 27
Unit 28	Unit 29	Unit 30
Unit 31	Unit 32	Unit 33
Unit 34	Unit 35	Unit 36
Unit 37	Unit 38	Unit 39
Unit 40	Unit 41	Unit 42
Unit 43	Unit 44	Unit 45
Unit 46	Unit 47	Unit 48
Unit 49	Unit 50	Unit 51
Unit 52	Unit 53	Unit 54
Unit 55	Unit 56	Unit 57
Unit 58	Unit 59	Unit 60
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Unit 109	Unit 110	Unit 111
Unit 112	Unit 113	Unit 114
Unit 115	Unit 116	Unit 117
Unit 118	Unit 119	Unit 120
Unit 121	Unit 122	Unit 123
Unit 124	Unit 125	Unit 126
Unit 127	Unit 128	Unit 129
Unit 130	Unit 131	Unit 132
Unit 133	Unit 134	Unit 135
Unit 136	Unit 137	Unit 138
Unit 139	Unit 140	Unit 141
Unit 142	Unit 143	Unit 144
Unit 145	Unit 146	Unit 147
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Unit 154	Unit 155	Unit 156
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Unit 163	Unit 164	Unit 165
Unit 166	Unit 167	Unit 168
Unit 169	Unit 170	Unit 171
Unit 172	Unit 173	Unit 174
Unit 175	Unit 176	Unit 177
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Unit 184	Unit 185	Unit 186
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Unit 283	Unit 284	Unit 285
Unit 286	Unit 287	Unit 288
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Unit 292	Unit 293	Unit 294
Unit 295	Unit 296	Unit 297
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Unit 304	Unit 305	Unit 306
Unit 307	Unit 308	Unit 309
Unit 310	Unit 311	Unit 312

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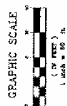
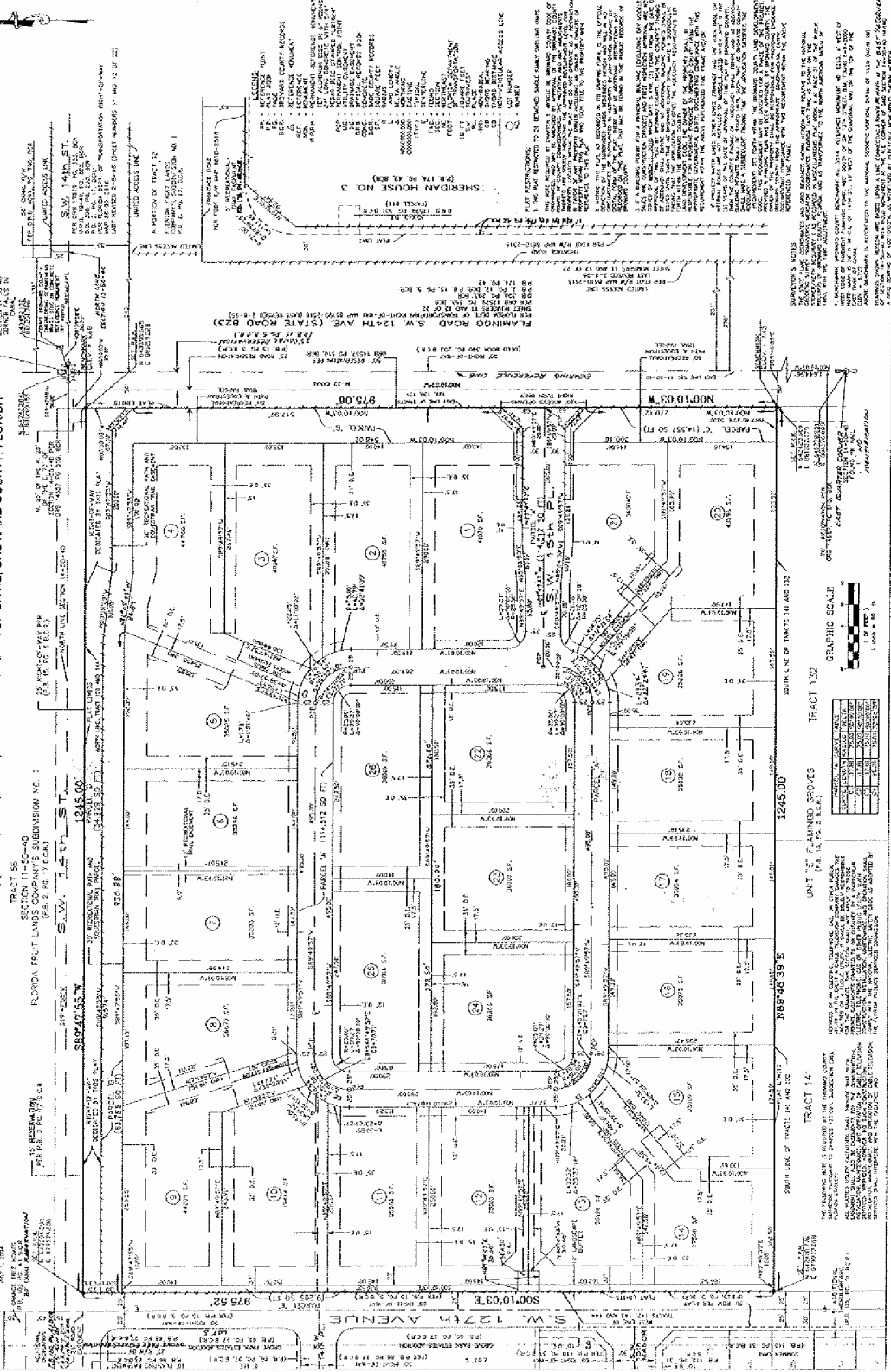


CFN #105495832  
Page 3 of 3

# FLAMINGO ROAD ESTATES

A REPLAT OF TRACTS 129, 130, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

THE INFORMATION FURNISHED BY  
PILLAR CONSULTANTS, INC.  
ON BEHALF OF THE FLORIDA FRUIT LANDS COMPANY, INC.  
IS BASED ON THE RECORDS OF THE  
FLORIDA DEPARTMENT OF REVENUE  
AND THE FLORIDA DEPARTMENT OF  
NATURAL RESOURCES.



TRACT	AREA (AC.)	AREA (SQ. FT.)
TRACT 129	1.00	69,696.00
TRACT 130	1.00	69,696.00
TRACT 143	1.00	69,696.00
TRACT 144	1.00	69,696.00
TRACT 145	1.00	69,696.00
TRACT 146	1.00	69,696.00
TRACT 147	1.00	69,696.00
TRACT 148	1.00	69,696.00
TRACT 149	1.00	69,696.00
TRACT 150	1.00	69,696.00
TRACT 151	1.00	69,696.00
TRACT 152	1.00	69,696.00
TRACT 153	1.00	69,696.00
TRACT 154	1.00	69,696.00
TRACT 155	1.00	69,696.00
TRACT 156	1.00	69,696.00
TRACT 157	1.00	69,696.00
TRACT 158	1.00	69,696.00
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TRACT 166	1.00	69,696.00
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TRACT 176	1.00	69,696.00
TRACT 177	1.00	69,696.00
TRACT 178	1.00	69,696.00
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TRACT 187	1.00	69,696.00
TRACT 188	1.00	69,696.00
TRACT 189	1.00	69,696.00
TRACT 190	1.00	69,696.00
TRACT 191	1.00	69,696.00
TRACT 192	1.00	69,696.00
TRACT 193	1.00	69,696.00
TRACT 194	1.00	69,696.00
TRACT 195	1.00	69,696.00
TRACT 196	1.00	69,696.00
TRACT 197	1.00	69,696.00
TRACT 198	1.00	69,696.00
TRACT 199	1.00	69,696.00
TRACT 200	1.00	69,696.00

UNIT 129 FLAMINGO GROVES (P.B. 11, P. 8, L. 1)

UNIT 130 FLAMINGO GROVES (P.B. 11, P. 8, L. 2)

UNIT 143 FLAMINGO GROVES (P.B. 11, P. 8, L. 3)

UNIT 144 FLAMINGO GROVES (P.B. 11, P. 8, L. 4)

UNIT 145 FLAMINGO GROVES (P.B. 11, P. 8, L. 5)

UNIT 146 FLAMINGO GROVES (P.B. 11, P. 8, L. 6)

UNIT 147 FLAMINGO GROVES (P.B. 11, P. 8, L. 7)

UNIT 148 FLAMINGO GROVES (P.B. 11, P. 8, L. 8)

UNIT 149 FLAMINGO GROVES (P.B. 11, P. 8, L. 9)

UNIT 150 FLAMINGO GROVES (P.B. 11, P. 8, L. 10)

UNIT 151 FLAMINGO GROVES (P.B. 11, P. 8, L. 11)

UNIT 152 FLAMINGO GROVES (P.B. 11, P. 8, L. 12)

UNIT 153 FLAMINGO GROVES (P.B. 11, P. 8, L. 13)

UNIT 154 FLAMINGO GROVES (P.B. 11, P. 8, L. 14)

UNIT 155 FLAMINGO GROVES (P.B. 11, P. 8, L. 15)

UNIT 156 FLAMINGO GROVES (P.B. 11, P. 8, L. 16)

UNIT 157 FLAMINGO GROVES (P.B. 11, P. 8, L. 17)

UNIT 158 FLAMINGO GROVES (P.B. 11, P. 8, L. 18)

UNIT 159 FLAMINGO GROVES (P.B. 11, P. 8, L. 19)

UNIT 160 FLAMINGO GROVES (P.B. 11, P. 8, L. 20)

UNIT 161 FLAMINGO GROVES (P.B. 11, P. 8, L. 21)

UNIT 162 FLAMINGO GROVES (P.B. 11, P. 8, L. 22)

UNIT 163 FLAMINGO GROVES (P.B. 11, P. 8, L. 23)

UNIT 164 FLAMINGO GROVES (P.B. 11, P. 8, L. 24)

UNIT 165 FLAMINGO GROVES (P.B. 11, P. 8, L. 25)

UNIT 166 FLAMINGO GROVES (P.B. 11, P. 8, L. 26)

UNIT 167 FLAMINGO GROVES (P.B. 11, P. 8, L. 27)

UNIT 168 FLAMINGO GROVES (P.B. 11, P. 8, L. 28)

UNIT 169 FLAMINGO GROVES (P.B. 11, P. 8, L. 29)

UNIT 170 FLAMINGO GROVES (P.B. 11, P. 8, L. 30)

UNIT 171 FLAMINGO GROVES (P.B. 11, P. 8, L. 31)

UNIT 172 FLAMINGO GROVES (P.B. 11, P. 8, L. 32)

UNIT 173 FLAMINGO GROVES (P.B. 11, P. 8, L. 33)

UNIT 174 FLAMINGO GROVES (P.B. 11, P. 8, L. 34)

UNIT 175 FLAMINGO GROVES (P.B. 11, P. 8, L. 35)

UNIT 176 FLAMINGO GROVES (P.B. 11, P. 8, L. 36)

UNIT 177 FLAMINGO GROVES (P.B. 11, P. 8, L. 37)

UNIT 178 FLAMINGO GROVES (P.B. 11, P. 8, L. 38)

UNIT 179 FLAMINGO GROVES (P.B. 11, P. 8, L. 39)

UNIT 180 FLAMINGO GROVES (P.B. 11, P. 8, L. 40)

UNIT 181 FLAMINGO GROVES (P.B. 11, P. 8, L. 41)

UNIT 182 FLAMINGO GROVES (P.B. 11, P. 8, L. 42)

UNIT 183 FLAMINGO GROVES (P.B. 11, P. 8, L. 43)

UNIT 184 FLAMINGO GROVES (P.B. 11, P. 8, L. 44)

UNIT 185 FLAMINGO GROVES (P.B. 11, P. 8, L. 45)

UNIT 186 FLAMINGO GROVES (P.B. 11, P. 8, L. 46)

UNIT 187 FLAMINGO GROVES (P.B. 11, P. 8, L. 47)

UNIT 188 FLAMINGO GROVES (P.B. 11, P. 8, L. 48)

UNIT 189 FLAMINGO GROVES (P.B. 11, P. 8, L. 49)

UNIT 190 FLAMINGO GROVES (P.B. 11, P. 8, L. 50)

UNIT 191 FLAMINGO GROVES (P.B. 11, P. 8, L. 51)

UNIT 192 FLAMINGO GROVES (P.B. 11, P. 8, L. 52)

UNIT 193 FLAMINGO GROVES (P.B. 11, P. 8, L. 53)

UNIT 194 FLAMINGO GROVES (P.B. 11, P. 8, L. 54)

UNIT 195 FLAMINGO GROVES (P.B. 11, P. 8, L. 55)

UNIT 196 FLAMINGO GROVES (P.B. 11, P. 8, L. 56)

UNIT 197 FLAMINGO GROVES (P.B. 11, P. 8, L. 57)

UNIT 198 FLAMINGO GROVES (P.B. 11, P. 8, L. 58)

UNIT 199 FLAMINGO GROVES (P.B. 11, P. 8, L. 59)

UNIT 200 FLAMINGO GROVES (P.B. 11, P. 8, L. 60)

Return recorded copy to:

Broward County Engineering Division  
1 North University Drive, Suite 300B  
Plantation, FL 33324-2038

Document prepared by:  
Lorri Lundeen Hall, Land Use Planner  
Ruden, McClosky, Smith,  
Schuster & Russell, P.A.  
200 East Broward Boulevard  
Suite 1500  
Fort Lauderdale, Florida 33301

**NOTICE: PURCHASERS, GRANTEEES, HEIRS, SUCCESSORS AND ASSIGNS OF ANY INTEREST IN THE PROPERTY SET FORTH ON EXHIBIT "A" ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET FORTH WITHIN THIS AGREEMENT WHICH SHALL RUN WITH THE PROPERTY UNTIL FULLY PERFORMED.**

#### TRAFFIC SIGNALIZATION AGREEMENT

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

LOWELL AT PROVENCE, INC., a Florida corporation, its successors and assigns, hereinafter referred to as DEVELOPER,

WHEREAS, Chapter 5, Article IX, Section 5-182(c), Broward County Code of Ordinances, require that access to trafficways be designed to facilitate the safe and efficient movement of vehicles; and

WHEREAS, DEVELOPER'S Project, known as FLAMINGO ROAD ESTATES, Development Management Division File No.041-MP-03, hereinafter referred to as the "Project," a legal description of which is attached hereto as Exhibit "A" and made a part hereof was approved by the COUNTY on March 1, 2005, subject to certain conditions which require the installation of traffic signalization, NOW THEREFORE,

IN CONSIDERATION of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the parties hereby agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.
2. TRAFFIC SIGNAL OBLIGATION.

FTL:1429206:1  
CAF#456  
01/01/04 Revised

Approved BCC 3/1/05 #35  
Submitted By Eng  
RETURN TO DOCUMENT CONTROL

(11)

The DEVELOPER shall be responsible for payment to COUNTY of \$50,000.00 for the installation costs of a traffic signal(s) at Flamingo Road (SR#823) and Southwest 14 Street, in accordance with the conditions and time frames set forth in this Agreement.

3. FORM OF SECURITY.

**PLEASE CHECK THE APPROPRIATE SECTION BELOW**

☐ (a) Lien.

- (1) A lien is hereby imposed by the COUNTY against the real property identified in Exhibit "A" in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). Such lien shall secure the installation costs of the traffic signal(s) described in paragraph 2 above. Such lien shall exist until fully paid, discharged, released, or barred by law. The lien created by this Agreement shall be superior to and shall have priority over any mortgage on the real property described in Exhibit "A." The DEVELOPER shall cause this Agreement to be executed by the holder of any such mortgage, which execution shall constitute the mortgagee's consent to such subordination.
- (2) Prior to the DEVELOPER obtaining a building permit for construction of any portion of the Project, DEVELOPER shall provide a form of security acceptable to the COUNTY in the form of a letter of credit, surety bond, or other acceptable security in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), in substitution of the lien imposed hereby, and the COUNTY shall cause to be executed and recorded in the Official Records of Broward County a release or satisfaction of the lien upon the property described in Exhibit "A."
- (3) In the event DEVELOPER fails to pay to the COUNTY the sums set forth in paragraph 2 above, COUNTY may recover such outstanding sums from DEVELOPER as are necessary to cause the installation of the traffic signal(s) as set forth in paragraph 2 above. Such sums, plus costs and attorneys fees, may be recovered by COUNTY against the DEVELOPER through a civil action, or may be recovered by action as provided by the applicable security. In the event that DEVELOPER fails to pay for or install the traffic signal(s) as required in paragraph 2 above, such lien may be foreclosed or otherwise enforced by the COUNTY by action or suit in equity as for the foreclosure of a mortgage on real property.

- (4) DEVELOPER shall ensure that the substitute security remains valid and in full force and effect until DEVELOPER'S obligation to pay for or install the traffic signal(s) are fully performed. Expiration of the security prior to DEVELOPER'S performance of such obligation, or notice to COUNTY that the security will expire or has been canceled or disaffirmed prior to DEVELOPER'S satisfaction of all obligations hereunder, shall constitute a default of this Agreement.
- (5) In the event the COUNTY determines that the security has been cancelled or disaffirmed by the issuing institution, COUNTY may record a document entitled "Notice of Lien for Installation of Traffic Signals" which shall constitute a lien on the property described in Exhibit "A" for the amount due hereunder, until fully paid, discharged, released or barred by law. To the extent that the failed security is attributable to an identified parcel or portion of the Project, the Notice of Lien for Required Improvements may be recorded against and apply only to such parcel or portion of the Project. The above provisions shall control such lien, except that the provision regarding subordination of mortgages shall not apply. If the DEVELOPER provides substitute security in a form acceptable to COUNTY, COUNTY shall release the lien.

☒ (b) Letter of Credit.

- (1) DEVELOPER shall provide the COUNTY with an irrevocable letter of credit, which is acceptable to the COUNTY and which guarantees the DEVELOPER'S the costs of the installation of the traffic signal(s) described in paragraph 2 above in the total amount of \$50,000.00.
- (2) In the event DEVELOPER fails to pay to the COUNTY the sums set forth in paragraph 2 above, COUNTY shall be entitled to draw against the security for the amount set forth above, plus costs and interest as set out herein. If COUNTY draws against the security and the amount recovered is less than the amount due, COUNTY may maintain an action against DEVELOPER in a court of competent jurisdiction for the difference between any sums obtained and the amount due, plus costs and interest accrued from the due date at the rate of twelve (12) per cent per annum.
- (3) DEVELOPER shall ensure that the security remains valid and in full force and effect until DEVELOPER'S obligation to pay for or install the traffic signal(s) are fully performed. Expiration of the security prior to DEVELOPER'S performance of such obligation, or notice to COUNTY that the security will expire or has been canceled or

disaffirmed prior to DEVELOPER'S satisfaction of all obligations hereunder, shall, at the option of the COUNTY, constitute a default of this Agreement.

- (4) In the event the COUNTY determines that the security has been canceled, or disaffirmed by the issuing institution, COUNTY may record a document entitled "Notice of Lien for Installation of Traffic Signal(s) Improvements" which shall constitute a lien on the property described in Exhibit "A" for the amount due hereunder, until fully paid, discharged, released or barred by law. To the extent that the failed security is attributable to an identified parcel or portion of the Project, the Notice of Lien for Required Improvements may be recorded against and apply only to such parcel or portion of the Project. The above provisions shall control such lien, except that the provision regarding subordination of mortgages shall not apply. If the DEVELOPER provides substitute security in a form acceptable to COUNTY, COUNTY shall release the lien.
4. If the property is located within a municipality, DEVELOPER, its successors and assigns agree that no building permits or certificates of occupancy shall be obtained from the municipality for construction of a principal building within the Project until such time as DEVELOPER provides the municipality with written confirmation from COUNTY that DEVELOPER has complied with paragraph 3 of this Agreement. Failure to comply with the above shall constitute a default of this Agreement. If the property is located within the unincorporated area, COUNTY shall not issue any building permits for construction of a principal building within the Project until such time as DEVELOPER has complied with paragraph 3 of this Agreement.
5. The parties specifically agree and recognize that nothing in this Agreement is a waiver, specific or otherwise, of the obligation of the DEVELOPER to strictly comply with all requirements of the CITY's land development codes.

6. The DEVELOPER shall notify the COUNTY when the Projected property is built-out, as defined herein. Within two (2) years of DEVELOPER'S written notice of build-out of the Project to the Broward County Traffic Engineering Division, the COUNTY shall conduct studies at the pertinent intersection or location to determine if signalization is warranted under the standards of the United States Department of Transportation Manual on Uniform Traffic Control Devices for Streets and Highways. If the COUNTY determines that the signalization is warranted at the pertinent intersection or location and the signalization is subsequently installed, the DEVELOPER'S total obligation, exclusive of costs and interest as provided herein, shall not exceed the amount stated Paragraph 2 above. At its discretion, COUNTY may conduct the necessary traffic studies prior to DEVELOPER'S notice of build-out. COUNTY shall have three (3) years from DEVELOPER'S notice of build-out to install the traffic signal if warranted. Completion of build-out shall not be deemed to occur until certificates of occupancy have been issued for all buildings which may be constructed within the Project.
7. If the COUNTY determines that the signalization is not needed at the pertinent location or intersection within two (2) years after notice of build-out, or if the COUNTY fails to install the traffic signal within three (3) years after notice of build-out, the DEVELOPER shall be released from its obligations set forth in this Agreement, the COUNTY shall return the security to the DEVELOPER and record a release of this Agreement in the Public Records of Broward County, Florida.
8. RECORDATION. DEVELOPER agrees that this agreement shall be recorded in the Official Records of Broward County, Florida, against the property described in Exhibit "A" to put subsequent purchasers, grantees, heirs, successors and assigns of any interest in such property on notice of the obligations set forth herein, which shall run with the property until fully paid and performed.
9. ENFORCEMENT. Nothing herein shall prevent the COUNTY or the CITY (if applicable) from enforcing the requirements of this Agreement against the owners, successors, or assigns in any part of the Project.
10. NOTICE. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Director of the Broward County Traffic Engineering Division  
2300 W. Commercial Boulevard  
Fort Lauderdale, FL 33309

For the DEVELOPER:

II LOWELL AT PROVENANCE, INC.  
80 S.W. 8 Street, Suite 1870  
Miami, Florida 33130

11. RELEASE. When all of the obligations set forth herein are fully paid and performed, COUNTY, at the request of DEVELOPER or its successor and upon payment of any applicable fees, shall cause a release to be recorded in the Official Records of Broward County, Florida, evidencing such performance. To the extent that the obligations set forth herein are divisible and attributable to a specific parcel or portion of the Project, COUNTY may grant a partial release of this agreement for a specific parcel or portion of the Project for which this traffic signalization obligation has been satisfied.
12. VENUE; CHOICE OF LAW. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue sits, and shall be governed by the laws of the State of Florida.
13. CHANGES TO FORM AGREEMENT. DEVELOPER represents and warrants that there have been no amendments or revisions whatsoever to the form. Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.
14. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
15. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
16. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten

provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.

17. FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
18. ASSIGNMENT AND ASSUMPTION. DEVELOPER may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in Exhibit "A." DEVELOPER agrees that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement and recorded in the public records of Broward County, Florida.
19. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties to this Agreement.

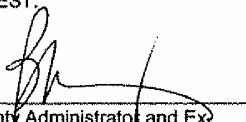
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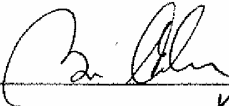
IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 1<sup>st</sup> day of March, 2005, signing by and through its Vice President duly authorized to execute same.

COUNTY

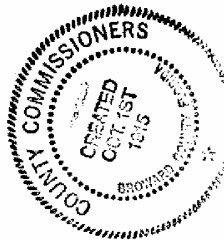
ATTEST:

  
County Administrator and Ex-Officio Clerk of the Board  
of County Commissioners of  
Broward County, Florida

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

By  Mayor

3rd day of November, 2005



Approved as to form by  
Office of County Attorney  
Broward County, Florida  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

By  Assistant County Attorney

17 day of August, 2005

**DEVELOPER-CORPORATION/PARTNERSHIP**

Witnesses (if partnership):

LOWELL AT PROVENCE, INC.,  
a Florida corporation

\_\_\_\_\_  
(Signature)

Print name: \_\_\_\_\_

By: \_\_\_\_\_

(Signature)

Print name: ALBERT COHEN

Title: V.P.

Address: 80 S.W. 8 Street, Suite 1870  
Miami, Florida 33180

\_\_\_\_\_  
(Signature)

Print name: \_\_\_\_\_

12 day of MAY 2005

ATTEST (if corporation):

Lani K. Duddy  
(Secretary Signature)

(CORPORATE SEAL)

Print Name of Secretary: Lani K. Duddy

**ACKNOWLEDGEMENT - CORPORATION/PARTNERSHIP**

STATE OF Florida )

COUNTY OF Broward ) SS.

The foregoing instrument was acknowledged before me this 12 day of May, 2005, by ALBERT COHEN, as V.P. of LOWELL AT PROVENCE, a Florida corporation/partnership, on behalf of the corporation/partnership He or she is:

☒ Personally known to me, or

☐ produced identification. Type of identification produced \_\_\_\_\_

(Seal)



Donna Guridi  
Commission #DD287050  
Expires: Feb 03, 2008  
Bonded Thru  
Atlantic Bonding Co., Inc.

NOTARY PUBLIC:

[Signature]

Print name: \_\_\_\_\_

My commission expires: 2-3-08

**MORTGAGEE-CORPORATION/PARTNERSHIP**

Mortgagee, being the holder of a mortgage relating to the parcel(s) described in Exhibit "A" hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Agreement.

Witnesses (if partnership):

Tina V.  
(Signature)  
Print name: TINA VACCINO  
James Sadock, Jr.  
(Signature)  
Print name: JAMES SADOCK, JR.

OHIO SAVINGS BANK  
Name of Mortgagee (corporation/partnership)  
By E. D. Edmund  
(Signature)  
Print name: ERIC D. EDMUND  
Title: VICE PRESIDENT  
Address: 5550 GLADES ROAD  
BOCA RATON, FL  
19<sup>th</sup> day of MAY, 2005

ATTEST (if corporation):

(Secretary Signature)

(CORPORATE SEAL)

Print Name of Secretary: \_\_\_\_\_

**ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP**

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF PAVA Beach )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of May, 2005, by Eric D. Edmund, as Vice President of Ohio Savings Bank, a federal corporation/partnership, on behalf of the corporation/partnership. He or she is: Savings bank,  
☒ personally known to me, or bank.  
☐ produced identification. Type of identification produced \_\_\_\_\_.

(Seal)

My commission expires \_\_\_\_\_

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CAF#456



NOTARY PUBLIC:

James Sadock, Jr.  
Print name: JAMES SADOCK, JR.

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Tracts 129, 130, 131, 142, 143 and 144, "FLAMINGO GROVES" Unit E, Section 14, Township 50 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 15, at Page 5, of the Public Records of Broward County, Florida.

FTI:1429206:1  
CAF#456



